

THIS AGREEMENT is made on 25 March 2025

BETWEEN

(1) Betsy Vaudrey, Speech and Language Therapist ("the Provider") of 43 York Ave, Crosby Liverpool L23 5RN

(2) Salutem LD BidCo IV Limited company number 10988939 ("the Client") whose registered office is at Minton Place Victoria Street Wildsor SL4 1EG

WHEREAS:-

The Provider has agreed to provide and the Client has agreed to purchase the Services on the terms of this Agreement

IT IS AGREED AS FOLLOWS

1. DEFINITIONS

For the purposes of this Agreement the following words and expressions shall have the meanings assigned to them unless the context or otherwise requires:-

"Authorised Officer" means the person appointed as such by the Client or his/her nominee or such other officer(s) as may be authorised by him/her and notified from time to time, in writing, to the Provider by the Client.

"Charges" means those charges payable by the Client to the Provider set out in the Schedule

"Commencement Date" means the day on which the Provider shall become responsible for the provision of the Services in accordance with the provisions of this Agreement

"Confidential Information" means all information designated as such by either party in writing together with all information which relates to the business affairs developments trade secrets know-how personnel customers and suppliers of either party or which may be regarded as the confidential information of the disclosing party.

"Contract Documents" means this Agreement and its Schedule

"Contract Manager" means the person appointed as such by the Provider or his/her nominee or such other officer(s) as may be authorised by him/her and notified from time to time, in writing, to the Client by the Provider.

"Contract Monitoring" means the contract monitoring processes as may be agreed between the parties from time to time

"Contract Period" means the period of [years] [months] starting on the Commencement Date

“Instructions” means any reasonable and proper request in writing by either party to the other for the performance or cessation of any activity which is part of the Service or which could reasonably be considered to be connected with Services but shall not include a variation or addition thereto

“Performance Monitoring” means any measures agreed by the parties to be introduced to monitor the Provision of the Services

“Services” means all or any part of the duties and obligations of the Provider to the Client in the specification in the Schedule.

2. INTERPRETATION

- 2.1 Reference to Sections Clauses or Schedules shall be to the sections clauses and schedules of this Agreement unless otherwise stated.
- 2.2 Any reference to any Act of Parliament shall be deemed to include any amendment replacement or re-enactment thereof for the time being in force and to include any bye-laws licences statutory instruments rules regulations orders notices directions consents or permissions made there under and any condition attaching thereto.
- 2.3 Any undertaking not to do any act or thing shall be deemed to include an undertaking not to permit or suffer the doing of that act or thing.
- 2.4 The headings in this Agreement are for ease of reference only, and shall not be taken into account in the construction or interpretation of any provision to which they refer.
- 2.5 This contract shall be governed by and construed in all respects in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English Courts.

3. DURATION OF CONTRACT

- 3.1.1 Subject to the provisions of this Agreement the Provider shall provide the Services to the Client for the Contract Period but this shall then be capable of being extended by the mutual agreement of the parties.
- 3.1.2 This contract may be terminated in respect of all or any part of the Services by either party serving at least 3 months notice in writing to the other party. Notice can be served by either party at any time during the period of the contract pursuant to this clause.
- 3.1.3 Either party may terminate this agreement forthwith in the event that the other party is subject to an administration order or a voluntary arrangement or enters into liquidation or has a receiver appointed to the whole or any part of its assets.

Such termination is without prejudice to any accrued rights including the liability to recover the Charges.

4. SERVICE PROVISION AND PAYMENT

- 4.1 During the Contract Period and subject to the provisions of this Agreement, the Provider shall:-
- a) subject to the terms conditions and provisions hereof provide the Services to the Client from the Commencement Date during the Contract Period for the Charges set out in Schedule 2.
 - b) employ such staff reasonably required to deliver the Services.
 - c) exercise reasonable skill care and diligence in performing the Services in accordance with the Contract Documents and any agreed Performance Monitoring
 - d) use all reasonable endeavours to ensure that the provision of the Services is dealt with in a timely manner.
 - e) maintain (so far as is reasonably possible) confidentiality in respect of all information data and material supplied to the Client or generated by or in connection with the Services whether held on computer records or by hard copy or otherwise and advise the Client if it becomes aware of any breach of confidentiality or security.
 - f) recognise that information, data and material howsoever generated for or on behalf of the Client shall be the property of the Client at all times and shall be released to third parties only as necessary to perform the Services or as the Client shall authorise or direct or to meet any legal obligation.
 - g) comply in all material respects with all lawful and reasonable Instructions given by the Authorised Officer to the Contract Manager in accordance with the terms of this Agreement.
 - i) comply in all material respects with all reasonable audit instructions given from time to time by the Authorised Officer to the Contract Manager under Clause 7
 - j) comply with all relevant statutes bye-laws regulation codes of practice and other provisions necessary to be observed and performed in connection with the Services
- 4.2 In consideration of the provision of services by the Provider the Client agrees that it will observe and perform all of its obligations under this Agreement and

make payment of the Charges for the Services in accordance with this Agreement

5. INSTRUCTIONS AND VARIATIONS

- 5.1 The Services shall be provided in accordance with the Contract Documents and, where relevant, Instructions validly given by the Authorised Officer in accordance with the Contract Documents.
- 5.2 Variations to the Services shall only be made by way of an agreement between the Provider and the Client evidenced in writing.
- 5.3 The Client shall give and shall ensure that its agents servants or contractors give such assistance and co-operation as shall reasonably be requested by the Provider in connection with the provision of the Services.
- 5.4 The Client shall ensure that any Instructions or approvals on matters properly referred to it are given in reasonable time and so as not to delay or disrupt the provision of the Services by the Provider.
- 5.5 If the Client does not provide the Instructions, consent or approvals in reasonable time or if the same are withheld by the Client for any reason and the Services are delayed disrupted or otherwise affected the Provider shall have no liability responsibility or obligation for any loss liability charges expenses claims or damages which may be directly attributable to such failure
- 5.6 The Provider shall advise the Client if it believes that it is necessary to incur additional charges which would fall to be charged to the Client in order to comply with any Instructions or otherwise to provide any of the Services and any changes in the service delivery shall then only be required of the Provider after the Client has agreed in writing to accept responsibility for such additional charges and the Provider has agreed in writing to such changes.
- 5.7 The Client may request modifications or amendments to the Services at any time during the term of this Agreement and the Provider shall endeavour to comply with such requests, provided that the parties shall immediately negotiate in good faith to determine whether any such modifications or amendments are practicable and (where applicable) negotiate to agree upon an amended price.
- 5.8 Where any such modifications or amendments to the Services are agreed between the parties in accordance with clause 5.7 they shall be recorded in writing and signed by both parties, whereupon they shall be deemed to be incorporated into this Agreement. Where the parties do not reach agreement this Agreement shall remain unchanged and shall continue to be binding on both parties.

6. PAYMENT OF CHARGES AND CLIENT RESPONSIBILITIES

- 6.1 The Provider will invoice the Client on a monthly basis by the 31st of each month (September – July) for all sessions provided within the month. The Client shall pay the Provider the Services Fee within 30 (thirty) days of receipt of a valid invoice ("The Due Date") submitted by the Provider in accordance with Schedule 2 hereof.
- 6.2 The Charges shall be paid to the Provider without deduction set off counterclaim or other withholding whatsoever or howsoever arising.
- 6.3 In all cases where the Services become liable to any tax or duty the Charges shall be increased by the amount of any alteration in the tax or duty. For the avoidance of doubt Value Added Tax is payable on the Charges and shall be paid to the Provider by the Client on the Charges at the prevailing rate from time to time at the same time as the Charges.
- 6.4 If the Client fails to make payment of the Charges by the due date for payment then interest shall be due on the outstanding amount at the rate of 4% above the base rate of National Westminster bank from time to time. If payment is not made by the Due Date, the Provider may cancel and/or suspend the Services unless the Client shall, upon written notice, pay for any Services provided within 7 (seven) normal working days.
- 6.5 The Client shall be responsible for the health and safety of all employees of the Provider attending the Clients premises.

7. AUDIT RIGHTS. FINANCIAL AND OTHER RECORDS

- 7.1 The Provider shall use its reasonable endeavours to provide such information documents and reports at the cost of and in the form as may be reasonably required by the Client to enable it to monitor the Services.
- 7.2 The Provider shall at the reasonable request of the Client return all relevant information data or documents relating to the Services to the Client at the end of this contract.

8. MONITORING AND CONSULTATION

- 8.1 The Provider shall identify a Contract Manager who shall have day to day responsibility for the conduct of this Agreement for the Provider.
- 8.2 The Authorised Officer and the Contract Manager shall hold regular meetings as necessary to discuss the provision of the Services as may be necessary for the Contract Period.
- 8.3 The parties agree to comply with any Contract Monitoring.

9. CONFIDENTIALITY AND DATA PROTECTION

- 9.1 The parties shall each comply with their respective obligations in respect of data and information under Data Protection legislation, and the Freedom of Information Act 2000
- 9.2 Each party shall treat as confidential any Confidential Information obtained from the other and shall not disclose such to any third party without prior written consent.
- 9.3 Nothing in this Clause shall prevent the Provider or the Client from using data processing techniques ideas and know-how gained from the performance of this Agreement in the furtherance of their normal functions. To the extent that this does not relate to a disclosure of Confidential Information or an infringement by the Client or the Provider of any intellectual property right all intellectual property rights in any of the information produced by the Provider as part of the Services shall vest in the Provider

10. DEFAULT BY THE PROVIDER

- 10.1 If the Provider is in breach of its obligations to provide the Services to the Client then the Client may by notice to the Provider require such default or breach to be remedied to its reasonable satisfaction within 30 days
- 10.2 If the default or breach has not been rectified to the Client's reasonable satisfaction within 30 days then the Purchaser may terminate this Agreement.
- 10.3 The Provider shall have no liability to the Client for any indirect or consequential losses of any kind (including loss of anticipation savings loss of profit and business and all other indirect damage or injury) arising from negligence misrepresentation or other fault of any person for whom it may have responsibility or arising from any breach of this agreement
- 10.4 The Providers liability to the Client under this Agreement shall be limited to the amount of the Charges in any event.
- 10.5 The Provider does not exclude or restrict in any way its liability for death or personal injury resulting from its own negligence or the negligence of its employees or agents acting in the course of their employment or agency or for fraudulent misrepresentation.

11. DEFAULT BY THE CLIENT

- 11.1 The Provider may (without prejudice to such other rights as it may possess) give 30 days notice to the Client within which to remedy any failure by the Client to comply with any of its obligations arising out of this Agreement and in

particular to make payment of the Charges in accordance with the provisions of Schedule 2

- 11.2 If the Client fails within that 30 (thirty) day period to remedy such failure to the Provider's reasonable satisfaction, then the Provider may terminate the agreement by giving notice forthwith
- 11.3 The Client does not exclude or restrict in any way its liability for death or personal injury resulting from its own negligence or the negligence of its employees or agents acting in the course of their employment or agency or for fraudulent misrepresentation.

12. CONFLICT OF INTEREST

- 12.1 The Provider shall consult with and advise the Client if it considers that a conflict of interest has arisen or may exist or may arise or may be foreseeable and shall furnish the Client with such reasonable information as shall enable the Client to determine whether or not a conflict of interest exists arises or may arise.
- 12.2 In the event that a conflict of interest may be avoided by the minor variations or amendments to part of the Services or the Provider's involvement or procedure in dealing with others. The Provider may do so and shall be entitled to continue with the Service provided that such cessation or amendment does not amount to a significant reduction in the Services.

13. ASSIGNMENTS AND SUB CONTRACTING

- 13.1 The Provider may sub-contract its obligations under this Agreement. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other (not to be unreasonably withheld or delayed)

14. NON-SOLICITATION

- 14.1 The Client acknowledges that the Therapists are critical to the Provider's legitimate commercial interests and that if the Provider were to lose any Therapists the Provider is liable to lose substantial revenue and profits as a direct result. The Client therefore agrees not to solicit, entice, hire or engage (directly or indirectly) any of the Provider's Therapists (whether such Therapist(s) are employed or directly engaged by the Provider) to work with or provide services to the Client at any time during the Term and for up to 12 months following the End Date (Restricted Period).
- 14.2 Where any Therapist provides services that are similar or equivalent to the Services provided under these Terms to the Client during the Restricted Period (other than where engaged by the Provider), the Client agree to pay the Provider £20,000 in aggregate for each Therapist. Such amount will become

payable to the Provider from the date the Therapist resigns from the Provider's employment or engagement, or from the date the relevant services are provided (whichever is earlier) and the Provider shall invoice the Client directly.

- 14.3 The Client expressly agrees that the restriction contained within this clause 14 is necessary, fair and proportionate to protecting the Provider's legitimate interests.

15. NOTICES

- 15.1 Any written notice to be given under the terms of this Agreement shall be served either by sending the same by recorded delivery post to (or leaving the same at) such address as may have been provided by one party to the other.

16. RESOLUTION OF DISPUTES

- 16.1 Before resorting to any more formal procedure, the parties agree to meet to try and resolve any disputes amicably and quickly.
- 16.2 If dispute cannot be settled between the Authorised Officer and the Contract Manager then the matter will be referred to the relevant senior officers of each party for their consideration.

17. FORCE MAJEURE

- 17.1 Subject to the provision of clause 17.2 below the Provider shall not be liable for any delay or failure in performing its obligations hereunder if such delay or failure is caused by force majeure. For the purposes of this Agreement force majeure includes Acts of God war riot civil commotion strikes government actions fire lightening earthquake flood or similar natural calamity ionising radiations or contamination by radioactivity from any nuclear fuel radioactive explosion impact from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds or articles dropped there from.
- 17.2 The Client shall grant an extension of time for completion of the Services if the Provider is prevented from complying with its obligations by reason of force majeure.

18. MISCELLANEOUS

- 18.1 Failure by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right
- 18.2 The Contract Documents represent the entire understanding between the parties in relation to the subject matter hereof and supersedes all agreements and representations made by either party whether oral or written

IN WITNESS whereof the Provider and the Client have caused this Agreement to be executed
on the date hereof

SCHEDULE

1	AGREEMENT DATED	[25 March 2025]
2	THE PROVIDER'S ADDRESS	AS STATED IN THE SERVICES AGREEMENT
3	PERSONNEL (if appropriate)	[n/a]
4	THE CLIENT'S ADDRESS	AS STATED IN THE SERVICES AGREEMENT
5	PLACE OF WORK (if not at the Client's address)	Cavendish View School
6	SPECIFICATION OF SERVICES TO BE PROVIDED	<p>SEE THE ATTACHED DETAILED DELIVERY SCHEDULE</p> <p>Key Delivery Milestones: To deliver all elements of the Delivery Schedule in the contract period</p>
7	<p>CONTRACT PERIOD</p> <p>Commencement Date:</p> <p>End Date:</p>	<p>[1st September 2025]</p> <p>[24th July 2026]</p> <p>Subject to earlier termination in accordance with the provisions of the contract.</p>
8	<p>COST(£)</p> <p>MAXIMUM CAPPED SUM FOR SERVICES (if appropriate)</p>	<p>[£64,375.00]</p> <p>The agreed price is based on:</p> <p>5 days (7 hours per day) per week for 39 weeks (190 school days) total cost £66,500 minus £2125.00 to allow for the allocated therapist to complete the agreed Sensory Integration Course including 42.5 hours (6 days) protected time</p> <p>The total amount of protected time required is 85 hours (12 days) which will be split between the Provider and the Client.</p> <p>The total fee equates to £50 per hour or £350 per day.</p> <p>Payable via 11 monthly instalments, as per invoices provided September - July 2026.</p>

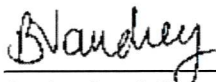
		<p><u>TERMS OF DELIVERY</u></p> <p>The SLT will be contracted to work 5 days per week (7 hours a day) during term time. The SLT will be flexible in hours worked to attend training or meetings outside of normal school hours whenever possible. The SLT may arrange to work from home to complete administrative duties as agreed with the Client.</p> <p>The SLT will be allowed a total of 85 hours of protected time to complete the Sensory Integration course as agreed above (50% of clinical time will be reflected within monthly invoices). This may be completed on site or at home as appropriate. Any clinical hours required will be completed on site at no additional cost.</p> <p>In cases of sickness, no fee for services will be invoiced. If holiday leave is required arrangements will be made in advance and with agreement of the school to ensure continuous delivery of the Service.</p>
9	EXPENSES	Travel, if relevant (outside of commuting) will be charged in and itemised monthly on the invoice
10	PROFESSIONAL INDEMNITY, PUBLIC LIABILITY INSURANCE AND EMPLOYER'S LIABILITY INSURANCE	<p>The Provider will put in force and keep in force with an insurance company of repute the following insurances :</p> <p>Public Liability Insurance in the sum of [£10,000,000] [ten million pounds]</p> <p>Medical Malpractice Insurance in the sum of [£10,000,000] [ten million pounds]</p> <p>Employers Liability Insurance in the sum of [£10,000,000] [ten million pounds]</p>
11	POLICE CHECK	[Required]
12	THE DESIGNATED OFFICERS	<p>PROVIDER</p> <p>Name: Betsy Vaudrey, Speech and Language Therapist</p> <p>Tel: 07702 812 191</p> <p>CLIENT</p> <p>Name: Charlotte Liley, Head Teacher</p> <p>Tel: 0151 294 4899</p>

Signed by an authorised signatory of the CLIENT



Authorised Signatory

Signed by an authorised signatory of the PROVIDER



Authorised Signatory